



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

CERTIFIED MAIL AND ELECTRONIC MAIL
RETURN RECEIPT REQUESTED

Steven Lee Gill, Custodian of Records
Power of Liberty, Inc.
P.O. Box 2844
Brentwood, TN 37207

AUG 20 2019

RE: MUR 7113
Power of Liberty, Inc.

Dear Mr. Gill:

On July 30, 2019, the Federal Election Commission accepted the signed conciliation agreement submitted on your behalf in settlement of a violation of 52 U.S.C. § 30104(f) of the Federal Election Campaign Act of 1971, as amended ("the Act"). Accordingly, the file has been closed in this matter.

Documents related to the case will be placed on the public record within 30 days. See Disclosure of Certain Documents in Enforcement and Other Matters, 81 Fed. Reg. 50,702 (Aug. 2, 2016). Information derived in connection with any conciliation attempt will not become public without the written consent of the respondent and the Commission. See 52 U.S.C. § 30109(a)(4)(B).

Enclosed you will find a copy of the fully executed conciliation agreement for your files. Please note that the civil penalty is due within 30 days of the conciliation agreement's effective date. If you have any questions, please contact me at (202) 694-1507 or cjacksonjones@fec.gov.

Sincerely,


Camilla Jackson Jones
Attorney

Enclosure
Conciliation Agreement

MUR 7113

1. Respondent paid \$63,125 for radio advertisements that aired within 30 days of the August 4, 2016 Tennessee Republican primary election. The advertisements named several federal candidates and targeted the relevant electorate in the Sixth and Eighth Congressional Districts.

2. Respondent was required to file a disclosure report within 24 hours of the disclosure date each time it made one or more disbursements, or executed one or more contracts, to pay the costs of producing and airing electioneering communications that aggregated to exceed \$10,000 during the 2016 calendar year, as set forth in 52 U.S.C. § 30104(f) and 11 C.F.R. § 104.20(b).

3. Respondent spent \$53,839 to broadcast advertisements that referenced congressional candidates Diane Black and Joe Carr, which aired in the Sixth Congressional District in the 30 days before the primary election, but failed to timely file disclosures for these electioneering communications.

4. Respondent spent \$9,286 to broadcast advertisements that referenced congressional candidates Mark Luttrell and Brian Kelsey, which aired in the Eighth Congressional District in the 30 days before the primary election, but failed to timely file disclosures for these electioneering communications.

Applicable Law

5. The Act defines an "electioneering communication" ("EC") as any "broadcast, cable, or satellite communication" that references a "clearly identified" federal candidate, is distributed "within 30-days before a primary . . . election," and is "targeted to the relevant electorate." 52 U.S.C. § 30104(f)(3); 11 C.F.R. § 100.29(a). "Broadcast, cable, or satellite communication" includes any communication publicly distributed over a radio station. 11 C.F.R. § 100.29(b)(1). The Act provides that every person who pays for the "direct costs of producing and airing electioneering communications in an aggregate amount in excess of \$10,000 during any calendar year shall, within 24 hours of each disclosure date, file with the

Commission" an appropriate disclosure report. 52 U.S.C. § 30104(f)(1); 11 C.F.R. §§ 104.5(j), 104.20(b).

6. The regulation defines "disclosure date" as "the first date on which an electioneering communication is publicly distributed provided that the person making the electioneering communication has made one or more disbursements, or has executed one or more contracts to make disbursements [for ECs] aggregating in excess of \$10,000" or "any other date during the same calendar year" that the person making the EC has made one or more disbursements or executed one or more contracts for the direct costs of producing or airing ECs aggregating in excess of \$10,000, since the most recent disclosure date. 11 C.F.R. § 104.20(a)(i)-(ii). Thus, any disbursements for ECs that exceed \$10,000 and air within 30 days of an election must be disclosed to the Commission within 24 hours of the date on which the ECs are first distributed.

7. The 30-day window for EC reporting in this case began on July 4, 2016. During that period, Power of Liberty held contracts for and paid for ECs totaling \$63,125, which began airing in the Sixth and Eighth Districts on July 4. Of that amount, Power of Liberty should have disclosed \$60,490 in ECs, and it should have disclosed them on July 16, the day after Power of Liberty's ads aggregating in excess of \$10,000 began airing. 11 C.F.R. § 104.20(b).

8. On August 4, 2016, Power of Liberty filed a single 24-Hour EC Statement for \$34,690 in disbursements, which disclosed \$32,055 in disbursements for ads that aired in July-August 2016, and \$2,635 in disbursements for radio ads made that aired August 1-3, 2016. Power of Liberty did not file any other 24-Hour Statements for its disbursements during the 2016 election.

V. Respondent failed to file timely disclosure reports for its electioneering communications, in violation of 52 U.S.C. § 30104(f) and 11 C.F.R. § 104.20(b).

VI. Respondent will take the following actions:

1. Respondent will pay a civil penalty of Six Thousand Dollars (\$6,000), pursuant to 52 U.S.C. § 30109(a)(5)(A).
2. Respondent will cease and desist from violating 52 U.S.C. § 30104(f) and 11 C.F.R. § 104.20(b).

VII. The Commission, on request of anyone filing a complaint under 52 U.S.C. § 30109(a)(1) concerning the matters at issue herein or on its own motion, may review compliance with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

VIII. This agreement shall become effective as of the date that all parties hereto have executed same and the Commission has approved the entire agreement.

IX. Respondent shall have no more than thirty (30) days from the date this agreement becomes effective to comply with and implement the requirements contained in this agreement and to so notify the Commission.

X. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.

FOR THE COMMISSION:

Lisa J. Stevenson
Acting General Counsel


BY:


Charles Kitcher
Acting Associate General Counsel
for Enforcement

Date

8/19/19

FOR THE RESPONDENT:


(Name) Steven L. Gill
(Position) Chairman/CEO

Date

July 10, 2019